



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED: March 25, 2011

CBCA 1809

CADDELL CONSTRUCTION CO., INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

James F. Archibald, III, of Bradley Arant Boult Cummings, LLP, Birmingham, AL, counsel for Appellant.

Leigh Erin S. Izzo, Office of General Counsel, General Services Administration, New York, NY; and Catherine Crow, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **BORWICK**, **VERGILIO**, and **GOODMAN**.

VERGILIO, Board Judge.

On November 25, 2009, the Board received from Caddell Construction Co., Inc. (contractor) a notice of appeal seeking \$414,383 which it claims the General Services Administration (Government) wrongfully deducted from its contract, GS-07P-05-UEC-3003, to construct a courthouse in El Paso, Texas. The dispute focuses upon copper scrim anchors, and their inclusion or not in the contract. The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act of 1978 (CDA), 41 U.S.C. §§ 7101-7109 (previously 41 U.S.C. §§ 601-613 (2006)).

In a motion for stipulated award dated March 24, 2011, the parties jointly request the Board to enter judgment for the contractor in the amount of \$414,383, plus interest from March 23, 2011, until payment by the judgment fund, in full and final settlement of the claims presented. The amount includes costs, attorney fees, and interest under the CDA.

Each party agrees that it will not seek reconsideration, and will not file an appeal, of this decision. The parties intend that the amount be paid through the judgment fund, pursuant to law, 31 U.S.C. § 1304; 41 U.S.C. § 7108 (previously § 612).

Decision

The Board **GRANTS** the appeal. The contractor shall recover \$414,383 plus interest from March 23, 2011.

JOSEPH A. VERGILIO
Board Judge

We concur:

ANTHONY S. BORWICK
Board Judge

ALLAN H. GOODMAN
Board Judge